



**CITY OF STAMFORD
ENGINEERING BUREAU
OFFICE OF OPERATIONS
STREET OPENING PERMITS**

General Information for Obtaining Street Opening Permits:

- Time Schedule
- Street Opening Permit Specifications and General Conditions
- Street Opening Permit Application Form
- Storm Waiver Form (for Storm sewer connection)
- Insurance Requirements
- Bond form
- Restoration Details
- Call Before You Dig Information

TIME SCHEDULE FOR OBTAINING PERMITS:

1. Non-emergency work: Permit must be obtained at least forty-eight (48) hours. prior to start of work. The Engineering Bureau division of Office of Operation must then be notified at least forty-eight (48) hours prior to starting work.
2. Emergency work: If a permit cannot be obtained prior to starting work, a phone call to the Street Opening Department is required by calling 203-977-4189 during regular business hours, and after hours by calling the City Garage at 203-977-4601. A permit must be obtained by 10:00 a.m. the following business day in any case.

It is the policy of the City of Stamford, Office of Operations that all Contractors must obtain a Street Opening Permit for any excavation work within any City of Stamford street or right-of-way. This applies to any type of excavation work being done within actual street or outside the street, but within the right-of-way. Following are the requirements for obtaining a Street Opening Permit:

THESE DOCUMENTS MUST BE ON FILE IN THE ENGINEERING BUREAU DIVISION OF THE OFFICE OF OPERATIONS:

- 1) A Call Before You Dig Number.
- 2) Current certification of insurance of the types and amounts specified in the City of Stamford, Engineering Bureau insurance requirements for obtaining Street Opening Permits.
- 3) A Surety Bond posted with the City of Stamford for the amount of the construction cost within the property of the City of Stamford. A detailed cost estimate must be provided to substantiate the bond value. The mandatory bond can be posted in two (2) forms:
 - a) Certified check which will be released upon final inspection and acceptance of the work by the Bureau Engineering.
 - b) A site specific Street Opening and/or excavation bond. See form in rear of this Street Opening package.

THIS INFORMATION MUST BE SUBMITTED FOR EACH PERMIT:

- 1.) The request number issued by Call Before You Dig.
- 2.) One (1) copy of an excavation plan showing the location and extent of work to be done.
- 3.) A written description of the location and type of work to be done.
- 4.) Permit fee. (Make checks payable to the CITY OF STAMFORD.) \$250.00
- 5.) Authorization from the Office of Operations and a list of their requirements for each job.
- 6.) A current Certificate of Insurance of the types and amounts specified.

Street Opening Permits

- 7.) A Surety Bond posted with the City of Stamford for the amount of 100% of the construction cost within property of the City of Stamford. A detailed Cost Estimate must be provided to substantiate the bond value.
NOTE: MINIMUM BOND \$2,000.00 for a period of 2 years.
- 8.) Nearest intersection and approximate distance or number and distance from nearest utility pole must be indicated.
- 9.) Location, size and type of trees on City Right-of-way.
- 10.) A schedule for construction showing dates and times must be submitted to the City Engineer, for approval.
- 11.) Note staging and for plans must be submitted with it's application for approval. All traffic control measures in the plans must conform to Part VI of the Manual on Uniform Traffic Control Devices.
- 12.) If street is recently paved or reconstructed within last 2 years special permission must be given by Director of Operations.

STREET OPENING PERMIT SPECIFICATIONS AND GENERAL CONDITIONS

1. Unless given special instructions by the Director of Operations or by the City Engineer, all construction shall be in accordance with City Engineering Standards and City Codes and Ordinance.
2. All excavated material shall be placed outside the traveled portion of the road or sidewalk.
3. In backfilling, only appropriate excavated material shall be reused in courses not exceeding eight (8") inches in depth (loose measure). Each course must be machine-compacted thoroughly. When completed, the patch must conform exactly to the line and grade of the road. In no case shall the patch extend above or below the adjacent paved area.
4. It is the Contractor's responsibility to abide by the conditions set by the City of Stamford, Traffic Engineering Division. This should include, but not be limited to police officers or flagmen, proper warning; sign flashers, barricades, etc.
5. Streets cannot be closed without written permission from the City of Stamford, Traffic Engineering Division.
6. The Contractor is prohibited from allowing equipment to track mud, dirt, debris, dangerous materials or other nuisances onto the roads or sidewalks. The Contractor is responsible for sweeping road and sidewalk at the end of each work day. All construction areas and excavations shall be kept clean.
7. The work area must be secured and made safe to the public at all times, by using signs, ribbons, cones, barrels with flashing lights, etc.
8. If it becomes necessary to remove or relocate any existing signs, fixtures or utilities, the Contractor must first obtain the permission of the owner.
9. Where trees or shrubs are to be disturbed the Contractor must notify the City of Stamford and the adjacent property owner before proceeding. The Contractor will be required to replace any damaged trees or shrubs.
10. Failed patches or other unsafe conditions must be secured and made safe within four (4) hours after notification, signs, ribbons, cones, barrels with flashing lights, etc., should be used. Repairs to patches or other defective conditions must be made within twenty-four (24) hours after notification. Patches will be made in accordance with City construction standards.
11. The Office of Operations, Engineering Bureau must be notified at least twenty-four (24) hours prior to placing final patches. Final patches shall be made as soon as it has been determined that the trench has fully settled. Once the final patch is installed and inspected the Contractor must notify the City Engineer (Street Opening permits), in writing, to receive proper credit for the final repair.
12. The permit holder is responsible, however, for maintaining the final patch for a period of two (2) years. This does not limit the Contractor's responsibility for claims arising after two (2) years that are directly related to its negligence or poor workmanship. The contractor must request in writing release of a Bond to the Engineering Bureau. No Bond will be released until the Engineering Bureau has performed final inspection and the Contractor has completed any requested work.
13. The holder of this permit assumes all responsibility connected with the work. The presence of a representative of the City of Stamford does not relieve the Permittee of this responsibility either for the quality or nature of the work, or accidents to persons or property resulting therefrom.
14. The acceptance of this permit constitutes agreement to all the conditions/restrictions set forth in this permit.
15. All excavations shall be backfilled on a daily basis and capped with 3" of asphalt within 24 hours, weather permitting.
16. If proposed construction will have an impact on private property or City property which is maintained by the local residents, the Contractor shall inform the local residents at least 3 days before the construction begins. It is the Contractor's responsibility not to inconvenience any local resident, or business owner.
17. All catch basins shall be kept clean by the installation of approved sedimentation and erosion control measures. These shall include, but not be limited to placement of hay bales and silt fencing.
18. Whenever construction involves sidewalks in the Downtown District, special approval by the Land Use Bureau Chief, must be granted, as well as, permission by the City Engineer.
19. All surveying monuments shall be replaced, if disturbed.
20. Applications for permits on roads paved within the last 24 months must be approved by the Director of Operations or designee. Special conditions may be required when performing work on these roads.
21. Temporary patches/repairs must be maintained until permanent repair is accepted by the City.
22. All permanent repairs must be completed within ninety (90) days. Failure to complete final patch within such time period shall constitute an offense within the meaning of Subsection E of Code Section 214-29.
23. Permit is subject to revocation at any time by the issuing Authority or in the event of the failure by the Permittee to comply with any of the terms of this Permit.
24. There shall be a separate permit issued and a separate fee charged for each section of roadway upon which excavation is performed. For purposes of these Specifications, a "section of roadway" shall mean that portion of the roadway from one intersection to the next intersection.
25. In the event that it is necessary for the City's Operations Department to appear at the site as a result of an emergency callback from the Stamford Police Department or any other City department or official due to any deficiency in the work or the conditions which are the subject of this Permit, the Permittee shall be obligated to pay the City all costs incurred by the City as a result of said callback with a minimum amount of \$250 for supervisor callout & \$1,000 for added personnel. The City shall invoice the Permittee within thirty (30) days of such callback. The total amount invoiced by the City must be paid in full within (30) days of the Permittee's receipt of City's invoice. Failure to timely pay the City's invoice shall constitute an offense within the meaning of Subsection E of Code Section 214-29.

26. Penalties for violations of any condition of this Permit shall be in accordance with, Stamford Code Section 214-29.

Traffic Engineering Division Permit Conditions

- All signs must conform to MUTCD Manual as to size and color.
- Compliance with Traffic Commission recommended practice. Manual available at office. Detour not allowed unless specified.
- Working hours Monday through Friday non-holidays only unless otherwise approved.
- Maintain Two Way Traffic at all Times.
- All Traffic lanes and pedestrian sidewalks must remain clear unless otherwise approved.

IMPORTANT NOTICE TO ALL STREET OPENING AND STREET USE PERMIT HOLDERS:

Permit holders are required to comply with the Traffic Engineering conditions of the Street Use or Street Opening permits issued by the City of Stamford. If the permit requires manual traffic control, the Auxiliary Services Bureau of the Police Department (203-977-4425) must be contacted at least 24 hours, preferably 48 hours, in advance of the start of permitted work to arrange for a police officer to provide manual traffic control. If a police officer cannot be obtained, the permit holder must contact the Traffic Engineering Division at 203-977-4189 or 203-977-5066 to receive permission to utilize a certified flagperson. The Traffic Engineering Division will allow the use of a certified flagperson only in cases where it is determined that every effort was made by the contractor to employ a police officer and the use a flagperson will not result in unsafe traffic operating conditions. In such instances, the use of the certified flagperson is applicable only to that particular day and site.

Failure to comply with the Traffic Engineering conditions of the Street Opening or Street Use permit may result in closure of the job and a revocation of the permit.

CITY OF STAMFORD
OFFICE OF OPERATIONS
888 WASHINGTON BLVD.
STAMFORD, CT 06904-2152



STREET OPENING PERMIT APPLICATION

PERMIT FEE: \$250.00 **CHECK AMOUNT:** _____ **CHECK #** _____

PURPOSE OF OPENING _____

SQUARE FEET: _____ **CALL BEFORE YOU DIG** (Ticket no.) _____
(Tel. No. 1-800-922-4455)

PROPERTY OWNER'S NAME: _____

ADDRESS: _____

CONTRACTOR'S NAME: _____

SUB-CONTRACTOR'S NAME: _____

ADDRESS: _____

BUS. TEL.: _____ **24-HR. EMERG. #** _____ **FAX #** _____

E-MAIL ADDRESS: _____

LOCATION OF OPENING* _____

(*Reference House No., nearest intersection and/or pole no., lot no. if applicable. Location to be indicated in the field in white paint.)

CONSTRUCTION COST: _____

(A detailed cost estimate must be provided to substantiate the bond value.)

EST. CONST. PERIOD: _____ **APPROX. START DATE:** _____

SKETCH - 1 copy , min. size 8 ½" X 11", show nearest intersection. North arrow to be indicated.

WAIVER - needed for storm sewer installation only.

DRIVEWAY APPLICATION: Indicate type of finish pavement and width of driveway.

CERTIFICATE OF INSURANCE - An original copy must accompany application or be on file before permit will be issued. The City of Stamford must be listed as additional insured and the main certificate holder, with one million dollars general liability.

EXCAVATION BOND AMOUNT: _____ **BOND NO.:** _____

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

ALLOW FOR 48-72 HRS. TO PROCESS PERMIT APPLICATION AFTER ALL INFORMATION IS SUBMITTED. A MINIMUM 48 HRS. ADVANCE NOTICE IS REQUIRED BEFORE BEGINNING WORK. CALL 203-977-4189 BETWEEN 8-9 A.M.

**CITY OF STAMFORD
OFFICE OF OPERATIONS
BUREAU OF ENGINEERING**

WAIVER COVERING STORM SEWER CONNECTION

WHEREAS, the CITY OF STAMFORD has granted to the undersigned, the privilege to connect with the City-owned storm water sewer located on _____ Street and being in the vicinity of property owned by undersigned, at _____ Street, Stamford, Connecticut and which privilege of connecting with said storm water sewer and has been or shall be at the expense of the undersigned.

NOW, THEREFORE, I _____ of, the CITY OF STAMFORD, COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT, the undersigned, owning property located at _____ Street, Stamford, Connecticut for and in consideration of the privilege heretofore granted to me to connect with the storm water system of the City of Stamford, do hereby expressly waive any and all claims for damages after such connection has been made arising from the backing up of any water from said storm sewer onto my property or for failure of said storm water sewer to absorb any water origination on my said land or for the stoppage, failure or faulty construction of said storm water sewer where I have connected with the same or any part of the entire system, or for any other reason.

AND FURTHERMORE, I do hereby agree to hold the said City of Stamford free and harmless from any liability as aforesaid or from any suit or claim arising under the circumstances above stated, or from any suit or claim presented by any person claiming by, under or through me.

In the Present of:

_____(L.S.)
DATE _____

STATE OF CONNECTICUT)
) ss.Stamford
COUNTY OF FAIRFIELD)

Personally appeared _____ signer and sealer of the
foregoing instrument and acknowledged the same to be _____ free act and
deed, before me.

Notary Public

Date _____



STREET OPENING AND/OR EXCAVATION BOND

PERMIT NO._____ **BOND NO.**_____

PROPERTY ADDRESS:_____

KNOW ALL BY THESE PRESENTS that we _____
as principals and _____ as surety, are held
and firmly bound unto the City of Stamford (Obligee) in the penal sum of
_____, for which payment, well and truly to
be made, we bind ourselves and our heirs, executors, administrators, successors and
assigns, firmly by these presents. Signed with our hands and sealed with our seals this
_____ day of _____, 20_____.

Now the condition of this obligation is such that whereas said principal has applied for and received a construction permit for work in public streets, public alleys or public grounds in the City of Stamford.

Now, if said principal shall well and faithfully perform all work, for which the City of Stamford has issued said permit or permits, in accordance with specifications for such work as set forth by the City Engineer of the City of Stamford, and if the principal shall, for a period of two (2) years after the approval and acceptance of said work by the City Engineer of the City of Stamford, perform any and all repairs required to be made to any public street, public alley or public ground as a result of negligent or improper methods or material or any other fault, defect or omission in the performance and/or excavation(s), said repair(s) to be performed as directed by, and within the time limits specified by, and subject to the approval of the City Engineer of the City of Stamford, and if the principal shall indemnify the said City of Stamford for all damages to any city property resulting from his work operations, regardless of whether such damage is done by himself, his agents, employees or sub-contractors, then this obligation shall be void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever principal shall be, and declared by City (Obligee) to be in default, under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default, or shall promptly.

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to contractor under the contract and any amendments thereto, less the amount properly paid by City to contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

This bond may be canceled as to future liability by surety, effective thirty (30) days after service of notice by registered mail on principal and said City of Stamford. Nothing herein contained shall relieve principal and surety of the obligation to perform any and all repairs of this above mentioned period of two years.

Signed, sealed and delivered in the presence of

Principal

By _____

Witness

Surety

By _____
Attorney-in-Fact

Witness

AFFIDAVIT

STATE OF CONNECTICUT

) ss.

COUNTY OF FAIRFIELD

_____ being first duly sworn, on oath deposed and says
that he is an attorney-in-fact of the _____
Company, surety on the attached bond, executed by _____
(Contractor)

_____.

Affiant further deposed and says that no officer, official or employee of the City of Stamford has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of the policy, bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above mentioned contract.

Subscribed and sworn to before me this _____ day of
20 ____ .

Notary Public

City of Stamford
Certificates of Insurance Requirements
(minimum requirements)

1. General liability insurance, within a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include, but not be limited to operations liability, products liability and completed operations and contractual liability, which insures the indemnity contained in this Agreement.
2. Automobile liability insurance if vehicles are utilized in the activity. Minimum limit of liability is \$1,000,000 combined single limit of liability per occurrence for bodily injury and property damage.
3. Workers' Compensation coverage, if applicable, which complies with the Workers' Compensation Regulations and Statutes of the State of Connecticut.
4. Employer's liability insurance, if applicable.
5. Professional liability insurance, with a minimum limit of liability of \$1,000,000 per claim or accident. This coverage is required of businesses, associations and other similar entities which have a professional component to their activities, e.g., architects, engineers, accountants, etc.
6. The City of Stamford, the Board of Education (for school-related activities and activities which take place on school grounds) and their employees, agents and officers designated as additional insureds under all liability policies except professional liability.
7. All insurance required hereunder shall contain provisions requiring thirty (30) days prior written notice of cancellation, termination or material change in coverage terms and conditions.